CARRIERS — CUSTODY AND CONTROL OF GOODS — WHEN RAILROAD BECOMES WAREHOUSEMAN. — Freight consigned to the plaintiff arrived at its destination and was placed in the defendant's depot from twelve hours to three days before the building and its contents were burned without negligence on the defendant's part. *Held*, that the lower court erred in ruling that the defendant is not liable. The jury should have been instructed that unless the plaintiff failed to remove the goods within a reasonable time after he knew or, by the exercise of reasonable diligence, could have known of their arrival, he can recover. *Lewis* v. *Louisville & N. R. R. Co.*, 122 S. W. 184 (Ky.).

There are three conflicting views as to how soon after the arrival of freight at its destination, a railroad's responsibility changes from that of common carrier to that of warehouseman. Some jurisdictions hold that liability as a carrier ceases as soon as the frieght is put in a proper place for the consignee to take it away. *Thomas* v. *R. R.*, 10 Met. (Mass.) 472. Others hold that such liability ceases after a reasonable time for removal. *Moses* v. *R. R.*, 32 N. H. 523. A third rule requires both that notice of arrival be given to the consignee and that he have a reasonable time thereafter to remove the goods. *Fenner* v. *Buffalo & St. Louis R. R. Co.*, 44 N. Y. 505. See 9 HARV. L. REV. 153. In the principal case the court follows an earlier *dictum* approving the New Hampshire rule and saying that notice need not be given to the consignee. *R. R.* v. *Cleveland*, 2 Bush (Ky.) 468. Since the carrier in fact undertakes both to carry and to give such warehousing as will be incidental to carriage, it is submitted that the exceptional liabilities of a carrier should cease as soon as the transit is in fact ended. Thereafter the liability should be only that of a warehouseman.

CONSTITUTIONAL LAW — POWERS OF THE JUDICIARY — INJUNCTION BY FEDERAL COURT AGAINST ENFORCING RAILROAD RATES FIXED BY STATE COMMISSION. — The Oklahoma constitution established a commission to fix railroad rates and provided for an appeal to the supreme court of the state, where, if the order of the commission was not affirmed, a new order of the same nature would be substituted. A railroad company was denied leave to give bond to suspend the operation of the order pending appeal. The company filed a bill in the federal court, alleging that the rates were confiscatory and praying a temporary injunction against the enforcement of the order. *Held*, that an injunction should issue. *Atchison, Topeka, & Santa Fé Railway Co.* v. *Love*, 174 Fed. 59 (Circ. Ct., W. D. Okl.).

It is admitted that the United States courts have power to enjoin proceedings under state legislation which is clearly unconstitutional. See *Willcox* v. *Consolidated Gas Co.*, 212 U. S. 19. And it is the better opinion that in determining rates, a commission acts in a legislative capacity. See *Interstate Commerce Commission* v. *Cincinnati, New Orleans, & Texas Pacific Railway Co.*, 167 U. S. 479, 499. *Contra*, *People* v. *Willcox*, 194 N. Y. 383. A statute which provides that the commission's determination of reasonable rates shall be conclusive is unconstitutional. *Chicago, Milwaukee, & St. Paul Railway Co.* v. *Minnesota*, 134 U. S. 418. And similarly, a commission cannot be created with judicial power to determine the reasonableness of the rates which it has established. *Western Union Telegraph Co.* v. *Myatt*, 98 Fed. 335. But under constitutional provisions and facts identical with those in the principal case, except that there was no attempted enforcement of the rates, it was held that no injunction would issue until the state court had passed upon the rates, since until then the legislation was incomplete. *Prentis* v. *Atlantic Coast Line Co.*, 211 U. S. 210. This decision was expressly limited to the actual facts presented. See 22 HARV. L. REV. 368. For this reason, the distinction taken in the principal case is justifiable although perhaps unnecessary. The result reached seems correct, for unquestionably there are proper grounds for equitable relief.

CORPORATIONS — CORPORATIONS DE FACTO — COLLATERAL ATTACK ON CORPORATION NOT COLORABLY ORGANIZED. — The plaintiff sold goods to a cer-